

STATE OF GEORGIA

TOWN OF TYRONE

TOWN OF TYRONE WRECKER SERVICES CONTRACT

THIS AGREEMENT made and entered into this _____ day _____, 20___, by and between THE TOWN OF TYRONE, GEORGIA, a political subdivision of the State of Georgia (hereinafter the Town), and EMBREY'S TOWING (The wrecker service contractors shall individually or collectively hereinafter be referred to as the "Contractor").

WITNESSETH:

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contract purpose.

The Town is an indirect beneficiary of this Contract to the extent that, under such Contract, the Town shall establish an obligation on the part of the Contractor to make available to the general public wrecker and related services when and as called upon by the Town of Tyrone. The Town shall establish the maximum rates for services rendered and shall safeguard the general public by assuring coverage while the Contractor is in the performance of this Contract. Upon execution of the Contract, the Contractor shall be bound to deliver services on the terms and conditions of this Contract. The "Town" shall include any Town official, whether law enforcement or otherwise, authorized to request wrecker services of the Contractor.

2. Contract period.

The term of this Contract shall be effective on the date of execution hereof and expire at midnight on _____, 20___; however, upon written approval of the Contractor and the Town, it may be extended to a second, or third year. Extension of this Contract into the second or third year shall be made thirty (30) days prior to the expiration date. By written agreement of extension, the Contractor agrees to the terms and conditions of this Contract for the next twelve (12) months' period.

3. Enforcement; official agent.

The provisions outlined in this Contract shall be supervised and enforced by the Chief of Police of the Town of Tyrone, or his designee. The Chief of Police shall act as an official agent of the Town of Tyrone.

4. Request for Services.

(a) The terms of this Contract are binding when requests for services are initiated by the Town in the normal course of business through an official of the Town's Police Department or other authorized agent of the Town. Normal course of business shall include but not be limited to the following circumstances: Instituting an arrest, removing immediate traffic hazards, removing an abandoned vehicle from the public right of-ways, impounding stolen vehicles, removing illegally parked cars, any emergency situation requiring a wrecker vehicle summoned to assist in field operations, transporting vehicles to and from police headquarters or to the GBI crime lab or the Impound Lot for evidence collection and processing, removing a vehicle from the scene of an accident, unless otherwise directed by the Town, and such other services required by Town law enforcement in the interest of public safety.

(b) When the Town requests wrecker services as a courtesy (not in normal course of business) the terms of this Contract shall not apply. It shall be the responsibility of the Town official requesting the services to communicate to the Contractor of the "Private or Citizen Request". The Contractor shall not be bound to provide the services; however if such services are not to be provided, the Contractor shall immediately communicate such decision to the Town official requesting the services on the scene.

5. Responding to calls.

Unless otherwise provided herein, the Contractor assigned to a designated area shall be called by the Town for such wrecker services as set forth herein to be performed within the designated area. The Town official requesting such services shall indicate the number of wrecker vehicles required at the scene. If additional equipment or services are required, other than what can be provided by the Contractor, or if more than a reasonable amount of response time has elapsed, another Contractor may be summoned.

6. Response time.

Timely delivery of services is of the essence. The appropriate Contractor shall respond to a request for services and arrive at the scene within twenty (20) minutes from receipt of the call. If the contractor is unable to arrive within the allotted time, the Contractor shall immediately notify the requesting Town official who may then contact another Contractor to respond. In this event, and upon being advised of the cancellation, the contractor failing to respond shall notify its wrecker vehicle operator that the call has been canceled and such operator shall not proceed to the scene.

7. Types of services rendered.

The contractor shall be capable of rendering services which shall include but not be limited to the following:

- (a) Extricate and remove wrecked or disabled vehicles or equipment from the highways, roads streets, or other public thoroughfares and from such property in close proximity there to;
- (b) Tow or otherwise transport wrecked or disabled vehicles or equipment to such places as may be directed by the Town;
- (c) Remove cargo or other material from the highways, roads, streets, or thoroughfares which is part of a load being transported over such right-of-way;
- (d) Remove cargo or other material from highways, roads, streets, or other public thoroughfares to a site or location designated by the Town; and
- (e) Sweep up and remove broken glass or other debris when a vehicle is removed from the highways, roads, streets, or other public thoroughfare.

8. Charges for services.

(a) The Contractor shall be authorized to charge the general public certain fees, at rates not greater than those provided hereafter, for all services rendered pursuant to the provisions of this Contract. The term "services" shall include all notices to the vehicle owners, other paperwork, procedures, tools, equipment, and manpower necessary incidental to the removal of a vehicle, equipment, cargo, or debris to the Contractor's storage facility, Police Department headquarters, Town Impound Lot, or other locations designated by the Town.

(b) All applicable rates shall be displayed in the Contractor's business facility in a prominent manner for the convenience of vehicle claimants and the general public. Billings or statements of charges shall be itemized and clearly printed so any charge can be verified with the posted rates.

(c) The Contractor shall be authorized to charge the following rates for services rendered to the public pursuant to the provisions of this Contract:

- (1) For the purpose of seeking identification of the vehicle owner, security holders, or other interested parties; sending the required notification to the vehicle owner, security holders, Department of revenue, or other interested parties; and performing any and all other duties prescribed under the Official Code of Georgia, Title 40, Chapter 11, "Abandoned Motor Vehicles" the Contractor may charge an Administrative fee not to exceed Thirty Dollars (\$30.00) in addition to an amount not to exceed Forty-Five Dollars (\$45.00) per letter for the first notice required under O.C.G.A. 40-11-2 (d) ; the Contractor may charge an amount not to exceed Forty-Five Dollars (\$45.00) per letter for the second notice required under O.C.G.A. 40-11-2(e) ; the Contractor may charge an amount not to exceed Ten Dollars (\$10.00) for advertising pursuant to State Law; the Contractor may charge an amount not to exceed Fifty Dollars (\$50.00) to acquire any required court orders; and the Contractor may charge any additional amounts to cover other costs incurred under these requirements.

- (2) For those services enumerated in paragraph 7(a) through (e) above, types of services rendered, and for simple transporting of automobiles, motorcycles, and trucks with a gross vehicle weight rating of less than 10,000 lbs, from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed One Hundred Twenty-Five Dollars (\$125.00) per vehicle;
- (3) For simple transporting of trucks with a gross vehicle weight rating between 10,001 lbs. & 20,000 lbs. from any point in The Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within The Town, the Contractor may charge an amount not to exceed One Hundred and Eighty-Five Dollars (\$185.00) per unit;
- (4) For simple transporting of single unit trucks with a gross vehicle weight rating greater than 20,001 lbs. from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed Three Hundred and Ten Dollars (\$310.00) per vehicle.
- (5) For simple transporting of combination unit trucks with a gross vehicle weight rating greater than 26,001 lbs. from any point in the Town to the Contractor's storage facility, Police Department Headquarters, Sheriff's impound facility, or other location designated within the Town, the Contractor may charge an amount not to exceed Six Hundred Fifty Dollars (\$650.00) per vehicle.
- (6) When additional services are required, i.e. temporary repair to the disabled vehicle, or where necessary to remove the vehicle from an inaccessible location and to place it upon the public highway, road, or street, the Contractor shall be entitled to charge an additional amount for such services as follows:
 - (a) Single Units

Up to 10,000 lbs.	\$180 per hour per unit
10,001 lbs. – 20,000 lbs.	\$280 per hour per unit
20,001 lbs. and over	\$460 per hour per unit
 - (b) Combination Units \$920 per hour per unit
 - (c) Any additional fees that the Contractor incurs when the use of a sub-contractor is required may also be charged to the vehicle owner.
- (7) Where dollies or flatbeds are necessary, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);

- (8) Where it becomes necessary to drop the drive shaft on a vehicle in order to transport it safely, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);
- (9) When it is necessary to remove a tractor/trailer axle, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (25.00) per axle;
- (10)When it is necessary to connect air to a trailer, the Contractor may charge an additional amount not to exceed Twenty-Five Dollars (\$25.00);
- (11)For storage of vehicles in excess of 24 hours, the Contractor is authorized to charge up to the following amount per day or portion of a day:
 - (a) Single Units
 - (1) Up to 10,000 lbs. \$18
 - (2) 10,001 lbs. – 20,000 lbs. \$25
 - (3) 20,001 lbs and over \$35
 - (b) Combination Units \$50
 - (c) The contractor shall not charge storage for a stolen vehicle that has been recovered until after the vehicle owner has been notified of the recovery by the Law Enforcement agency.
 - (d) Inside storage rates are double those established above for outside storage.
- (12) The Contractor shall transport and store, without charge, any vehicle which was impounded and belongs to the family of the victim of a capital crime i.e. murder, rape, or kidnapping.
 - (a) Under no circumstances shall any Contractor have the authorization to charge any incidental charges that shall exceed the maximum charges as defined by this Contract.
 - (b) The Contractor shall tow vehicles needed for criminal or traffic accident investigation to or from the crime scene to Police Headquarters, Town Impound Lot, State Crime Lab, or any other site designated by the lead investigator without cost to the Town; provided,
 - (1) Except in the case of a capital crime, the Contractor may charge the vehicle owner, provided the owner is someone other than the Town, for the cost of towing the vehicle; however, this charge shall not exceed the amount that could have been charged for towing the vehicle directly from the crime or accident scene to the Contractor's lot regardless of how many times the Contractor had to move the vehicle, and
 - (2) Once the vehicle is parked on the Contractor's lot, the Contractor may charge storage fees after the owner of the vehicle has been notified by the Police department for the recovery or release of the vehicle.

9. Responsibility for charges; vehicle held as security.

The Town shall not be responsible to the Contractor for any amount whatsoever, but all monies owed to the Contractor, pursuant to the terms of the Contract, are the obligation of the owner of the vehicle removed and stored. Each vehicle shall stand as security only for the charges against that vehicle, and when vehicles are unclaimed, such vehicle may be sold as provided by Georgia law.

10. Release of vehicles.

- (a) No Contractor shall release any impounded or stored vehicle to any individual if a hold is placed by the Town Police Department. Once the hold is released from the vehicle, the Town shall provide written notification to the Contractor and the vehicle may be released.
- (b) No vehicle which is impounded or stored shall be released for auction, sale, or other means of disposal, other than to the owner or pursuant to a court order, unless the provisions and requirements of the Georgia Abandoned Vehicle Act have been met. The Contractor shall be furnished with a copy of this law and shall submit a notarized form affirming that the Contractor fully understands the requirements of the law. The affirmation shall be submitted to the Town Police Department.
- (c) Upon written notice from the Chief of Police or his respective designees, the Contractor shall release vehicles at no cost when wrongfully impounded by the Town. Whenever a fee dispute arises or a fee refund is requested, the Town shall make the final determination of settlement. If a refund is deemed appropriated, the Contractor shall be responsible for payment to the party within (3) business days of the notification from the Town.

11. Contractor's responsibility for vehicle and personal property; inventory at scene.

- (a) The Contractor shall be responsible for all vehicles and property towed, transported or stored under this Contract, including all equipment and contents therein.
- (b) The Town official responsible for impounding a vehicle shall make an on-sight inspection of the vehicle and itemize in his report any apparent damages or missing items such as auto parts or accessories. The Town official shall also make an inventory of all items of value left in the vehicle. The impounding Town official shall retain a copy of the inventory form and attach it to his report.
- (c) The Contractor's operator shall verify the accuracy of the inventory taken at the scene and confirm it by signature. The impounding Town official shall provide the Contractor's operator with a copy of the impound form.

12. Hours of service.

- (a) The Contractor shall maintain adequate equipment and a sufficient labor force to meet their demand for services on a full 24-hour per day basis every day of the year. Standby crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.
- (b) The Contractor shall release impounded vehicles between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays, and is not required to release vehicles between the hours of 5:00 p.m. and 8:00 a.m. and on weekends; However, the Contractor may charge an after- hours fee not to exceed Twenty Five Dollars (\$25.00) if they offer vehicle releases outside of the days and times established above.

13. Office and storage facilities; signs

- (a) The Contractor shall maintain a suitable headquarters facility to transact business and to accommodate the general public. The office shall be staffed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; except on public holidays; and such other additional times as the Contractor may offer. There shall be an employee who can be reached by phone 24 hours per day, every day of the year. Such facility shall be maintained properly clean and presentable at all times and shall be subject to inspection by the Town during normal business hours.
- (b) The Contractor shall have a storage area within Fayette County of an area of such size to safely accommodate 200 passenger automobiles, for storage of towed vehicles or equipment. Such storage area shall be within close proximity to the Contractor's designated area and be secured against free entry and in such a way as to give security to the property entrusted in the Contractor's care. Any storage area that is otherwise open must be enclosed with a fence of at least six (6) feet in height with barbed wire or razor topping to discourage theft, damage or malicious mischief. Such storage areas shall have security with a person in attendance at reasonable times. Such open area shall be paved or have a sufficient packed gravel surface to prevent problems in entry or exit during inclement weather. The Town shall be allowed to inspect the Contractor's facilities to insure compliance with these specifications during normal business hours.
- (c) In addition to the secure, outdoor storage facilities described in paragraph (b) above, the Contractor shall provide secure indoor storage facilities to accommodate any vehicles impounded for evidentiary purposes. It shall be the responsibility of the impounding officer or investigator to request secure storage and indicate same on the impound form at the time of impound. The Contractor may charge the vehicle owner additional fees for inside storage pursuant to Section 8, paragraph (c) (11) (c) of this agreement.

14. Wrecker vehicle, towing and other equipment.

- (a) The Contractor shall maintain in operating condition at all times the following equipment:
 - 1. A minimum of four (4) roll back or similar type wrecker vehicles capable of transporting motorcycles, light trucks, cars and/or any other motorized vehicle;
 - 2. A minimum of two (2) conventional type wrecker vehicles for winching vehicles out of ditches and other in-accessible locations; and
 - 3. A minimum of one (1) large wrecker vehicles capable of transporting any vehicle (over 26,001 lbs) such as a tractor-trailer truck.
- (b) Each wrecker vehicle shall carry and maintain a full compliment of service items, including fire extinguishers, chains, ropes, blocks, dollies, stop lights, flares, flashers, flood lights, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, and other tools necessary for lifting, extricating and righting of wrecked vehicles.
- (c) All wrecker Vehicles shall display the name and telephone number of the Contractor in not less that four (4) inch letters and numbers.

15. Company owners.

The Contractor affirms that its principal owners are not elected officials or employees of the Town. The Contractor shall not have in its employ any elected official or any employee of The Town.

16. Personnel.

- (a) The Contractor shall submit to the Police of Chief the names, addresses, social security numbers, and dates of birth of all persons employed and associates having a financial interest or ownership in the Contractor's wrecker business. Each person listed by the Contractor shall consent to be photographed by the Police Department, sign a GCIC consent form, and be subjected to a complete background investigation. If, in the opinion of Town of Tyrone Chief of Police and Staff Attorney, any employee's or associate's background contains information that could be construed as presenting the possibility of loss or harm to property or persons in performing job duties under this Contract, notice in writing within thirty (30) days shall be provided from the Town to the Contractor. Such notice shall prescribe the findings and measure to be taken with respect to such employee or associate.
- (b) The Contractor shall submit to the chief of police the full names, addresses, social security numbers, and dates of birth of all subsequent additions or deletions of personnel within 24 hours of their employment or departure.
- (c) All drivers of the Contractor's wrecker vehicles shall possess a valid Georgia Driver's License as required by state law.

17. Records

- (a) The Town shall make inventory forms available to its officers for the services rendered under this Contract. In addition to any other information required by law, the following shall be indicated on the form:
1. The case number;
 2. The name of the Town official on the scene or requesting the wrecker services;
 3. The name of the wrecker vehicle operator;
 4. A description of the vehicle to be transported, including make, model, color, tag number and vehicle identification number;
 5. The on-site inspection results, identifying any physical damage and/or any missing auto parts or accessories;
 6. The time the wrecker operator arrived at the scene and the time such vehicle was delivered; and
 7. The location of the pickup and final destination.
- (b) Under the following conditions, an impound form shall be completed at the scene of the impoundment:
1. When a stolen vehicle is recovered;
 2. When vehicles impounded are sent to the state or county crime lab;
 3. When the driver of a vehicle is arrested, and it is determined that no authorized person can legally take possession of the vehicle;
 4. When the driver is taken to a medical facility and is not able to provide competent directions for the care and safekeeping of the vehicle;
 5. When an abandoned vehicle is impounded in accordance with federal, state, or local laws; and
 6. When an unattended vehicle is impounded as a result of a parking violation, road hazard, or other similar circumstances.
- (c) All other impounds in which the Contractor is summoned to the scene by the Town shall be treated as an impound, but it shall not be necessary to complete an impound form at the scene; however, the impound form must be complete within one hour of the impound.
- (d) The Contractor agrees that the Chief of Police, or his duly authorized designee, shall have access to and the right to examine any books, documents, papers or records of the Contractor relating to the Town's wrecker service business. Such business records of the Contractor shall be maintained for three years after the expiration of the Contract.
- (e) The Contractor shall immediately summon the Police upon determining that a theft or loss of a stored vehicle has occurred.

- (f) Any switching, removal, or relocation of a stored, impounded vehicle, or equipment from the initial facility to another facility under the Contractor's care shall be reported to the Town by telephone or facsimile before the vehicle is moved with a written report to the Chief of police or his designee within 24 hours.

18. Contractor's liability; other insurance.

- (a) General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. The Town reserves the right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.
- (b) The following requirements shall also be applicable to the Contractor:
 - 1. Evidence of insurance shall be provided to the Town prior to commencing operations under this contract;
 - 2. Failure of any contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be constructed to conflict with the obligation of the Contractor concerning indemnification;
 - 3. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
 - 4. The Town shall, without exception be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
 - 5. The Town shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
- (c) The Contractor shall procure and maintain insurance coverage which meets or exceeds the current requirements as established by the State of Georgia for private and permitted towing. Proof of coverage will be provided to the Chief of Police upon execution of this Contract.

19. Communications; cancellation.

- (a) The Contractor shall have two-way communications between their wrecker vehicles and the Contractor's main office.
- (b) In the event the Town cancels a request for wrecker services, the Contractor shall be responsible for communication with the wrecker vehicle operator of the cancellation and no fee shall be charged.

20. Town Owned Vehicles

Tyrone Police Department vehicles shall be towed at no cost to the Police Department or its designated repair facility.

21. Administrative Enforcement

- (a) The Contractor agrees that an Administrative Fine up to \$1,000.00 can be imposed by the Chief of Police for any violation of the provisions of the agreement.
- (b) The following schedule lists the fines for the described misconduct:
 - 1. For "jumping a call" by answering a call in another district without being summoned by the Police Department's Communication E911, a fine of up to \$250.00 per incident after having received a written warning from the Chief of Police.
 - 2. For failure to meet the response time requirement, a fine up to \$50.00 per incident after having received two written warnings from the Chief of Police.
 - 3. For failure to render required services such as sweeping debris from roadway, a fine up to \$50.00 per incident after having received two written warnings from the Chief of Police.
 - 4. Overcharging for services governed by this contract, a fine up to \$1,000.00 after having received a written warning from the Chief of Police. The Contractor will refund any authorized fees in all cases where a vehicle owner is overcharged for services.

22. Suspension; termination of contract

- (a) The Town shall have the right to immediately suspend, upon verbal communication to a Contractor, any services if the Contractor fails to fulfill its obligations hereunder. Written notice shall thereafter be given to the Contractor within seventy-two (72) hours stating the cause for the suspension. The period of suspensions shall be until the Contractor has demonstrated its ability to comply with all terms and provisions of the Contract and has submitted to the Town, in writing, a satisfactory plan to eliminate or cure the violation.
- (b) The Town shall have the right to terminate this Contract if, after appropriate notice to a Contractor, the Contractor has failed to remedy any violation of this Contract within a reasonable time. In this event, written notice of termination shall be given to a Contractor specifying the effective date of such termination.
- (c) This Contract may be terminated, without cause, by any party hereto at any time by mutual consent. Either party may terminate this Contract, unilaterally, provided the other party is given at least sixty (60) days written notice prior to the effective date of termination.

23. Performance; approval to subcontract.

The Contractor shall perform all services contemplated herein as an independent contractor and not as agents or employees of the Town. The Contractor shall secure written permission from the Town prior to subcontracting any services required under the Contract.

24. Responsibility to obey all laws; license; permits

The Contractor shall conform to all federal, state and local laws, rules, ordinances and regulations now in effect and as may be hereafter enacted or revised. Specifically, the Contractor shall comply with all provisions and conditions of the Official Code of Georgia Annotated, Chapter 11 of Title 40, entitled "Abandoned Motor Vehicles". The Contractor shall also be responsible for securing and maintaining all federal, state, and local licenses and permits.

25. Standard of care,

The Contractor shall perform all services required under this Contract in a professional manner using that degree of care and skill ordinarily exercised by and consistent with the standards in the wrecker service industry.

26. Indemnification.

The responsible Contractor agrees to indemnify and hold harmless the Town, its officers, officials, employees, agents and servants from any and all claims, demands, actions, causes of actions, suits, damages, losses and expenses, of whatever kind or nature (including reasonable attorney's fees) arising out of or in connection with this Contract caused by or resulting from the omission or commission of an act, or neglect of a Contractor.

27. Severability

If any term, covenant or conditions of this Contract shall to any extent be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, covenant or condition hereof shall be valid and enforceable.

28. Entire agreement; modification.

This Contract contains the entire agreement between the parties hereto, and no representations, inducements, promises, commitments or agreements between the parties not contained and embodied within the terms of this Contract shall be of any force and effect. Contractor understands that as work progresses, this Contract may require modification.

Contractor agrees to negotiate in good faith relative to any such modification.

29. Compliance with Security and Immigration.

Compliance with Georgia's Security and Immigration Compliance Act of 2006 – O.C.G.A 13-10-91. Firm(s) awarded bid shall verify the employment eligibility of employees through a Federal work authorization program.

IN WITNESS WHEREOF, all parties hereto have executed the Contract by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.

Mayor.
Town of Tyrone

ATTEST : _____

Contractor

ATTEST: _____

III. References

Provide the names, locations, year, contact names and telephone numbers within the last five (5) years in the State of Georgia with whom you have had a working relationship, as references for the Town. (Preferably, the references should be governmental units.) References will be contacted and rated upon their satisfaction of service provided.

Name	Project Location	Year	Contact Name and Phone Number